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15 UNITED STATES BANKRUPTCY COURT

16 NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION

17 In re
18 THE ROMAN CATHOLIC ARCHBISHOP
OF SAN FRANCISCO,

19 Debtor and
20 Debtor in Possession.

Case No. 23-

Chapter 11

**DECLARATION OF PAUL H. DEUTCH IN
SUPPORT OF DEBTOR'S EMERGENCY
APPLICATION FOR ENTRY OF AN
ORDER (I) AUTHORIZING AND
APPROVING THE APPOINTMENT OF
OMNI AGENT SOLUTIONS, INC. AS
CLAIMS AND NOTICING AGENT, AND
(II) GRANTING RELATED RELIEF**

21 Date: August 24, 2023
22 Time: 1:30 p.m.
23 Location: Via ZoomGov
24 Judge: Hon. Dennis Montali

25
26 *Hearing Requested on Shortened Time*

1 I, Paul H. Deutch, declare:

2 1. I am the Executive Vice President of Omni Agent Solutions, Inc. (“Omni”), an
3 administrative services firm that specializes in the administration of large chapter 11 cases, whose
4 offices are located at 5955 De Soto Avenue, Suite 100, Woodland Hills, CA 91367, and 1120
5 Avenue of the Americas, 4th Floor, New York, NY 10036. I submit this (the “Declaration”) in
6 support of the application (the “Application”) of the debtor and debtor in possession (collectively,
7 the “Debtor”) in the above-captioned chapter 11 case (the “Chapter 11 Case”) for an order
8 appointing Omni as claims and noticing agent pursuant to 28 U.S.C. § 156(c) and sections 105(a)
9 and 503(b) of the Bankruptcy Code effective as of the Petition Date. Except as otherwise noted
10 herein, I have personal knowledge of the matters set forth herein. I give capitalized terms that are
11 otherwise undefined the meanings ascribed to them in the Application.

12 2. As custodian of the courts records pursuant to 28 U.S.C. § 156(c), Omni will perform,
13 at the request of the Office of the Clerk of the Court (the “Clerk”), the noticing and claims related
14 services specified in the Application and the Engagement Agreement. In addition, at the Debtor’s
15 request, Omni will perform such other noticing, claims, technical, and support services specified in
16 the Application and the Engagement Agreement.

17 3. Omni is one of the country’s leading chapter 11 administrators, with experience in
18 noticing, claims administration, solicitation, and facilitating other administrative aspects of chapter
19 11 cases. Omni has provided identical or substantially similar services in other chapter 11 cases filed
20 in this District and elsewhere, including, among others: *See, e.g., In re San Benito Health Care*
21 *District*, No. 23-50544 (SLJ) (Bankr. N.D. Ca. May 23, 2023);¹ *In re Norwich Roman Catholic*
22 *Diocesan Corporation*, No. 21-20687 (JJT) (Bankr. D. Conn. July 15, 2021); *In re Boy Scouts of*
23 *Am. and Delaware BSA, LLC*, No. 20-10343 (LSS) (Bankr. D. Del. Apr. 8, 2020); *In re DRSD, Inc.*
24 *(f/k/a SVXR, Inc.)*, No. 21-51050 (SLJ) (Bankr. N.D. Ca. Aug. 4, 2021); *In re Munchery, Inc.*, No.
25 19-30232 (HLB) (Bankr. N.D. Ca. Feb. 28, 2019); *In re Lincoln Power, LLC*, No. 23-10382 (LSS)
26 (Bankr. D. Del. Apr. 3, 2023); *In re Indep. Pet Partners Holdings, LLC*, 23-10153 (LSS) (Bankr.

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¹ Chapter 9.

1 D. Del. Feb. 5, 2023); *In re Performance Powersports Grp. Investor, LLC*, 23-10047 (LSS) (Bankr.
2 D. Del. Jan. 18, 2023); *In re Vesta Holdings, LLC*, No. 22-11019 (LSS) (Bankr. D. Del. Nov. 1,
3 2022); *In re Kabbage, Inc. d/b/a KServicing*, No. 22-10951 (CTG) (Bankr. D. Del. Oct. 6, 2022); *In*
4 *re Gold Standard Baking, LLC*, No. 22-10559 (JKS) (Bankr. D. Del. June 23, 2022); *In re PWM*
5 *Property Mgt. LLC*, No. 21-11445 (MFW) (Bankr. D. Del. Dec. 1, 2021); *In re Lucky's Market*
6 *Parent Co., LLC*, No. 20-10166 (JTD) (Bankr. D. Del. Jan. 28, 2020); *In re SFP Franchise Corp.*,
7 No. 20-10134 (JTD) (Bankr. D. Del. Jan. 24, 2020).

8 4. I represent, among other things, that:

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- 10 i. Omni neither holds nor represents any interest adverse to the Debtor's estates;
- 11 ii. I am not related or connected to and, to the best of my knowledge, no other
12 professional of Omni is related to or connected to any United States
13 Bankruptcy Judge for the Northern District of California, the United States
14 Trustee, or to any employee in the offices thereof;
- 15 iii. Omni will not consider itself employed by the United States government
16 and shall not seek any compensation from the United States government in
17 its capacity as the notice, claims, and solicitation agent in this Chapter 11
18 Case;
- 19 iv. by accepting employment in this Chapter 11 Case, Omni waives any right to
20 receive compensation from the United States government in its capacity as
21 the notice, claims, and solicitation agent in this Chapter 11 Case;
- 22 v. in Omni's capacity as the Claims Agent in this Chapter 11 Case, Omni is
23 not an agent of the United States and is not acting on behalf of the United
24 States;
- 25 vi. Omni will not employ any past or present employees of the Debtor in
26 connection with its work as the Claims Agent in this Chapter 11 Case;
- 27 vii. in its capacity as Claims Agent, Omni will not intentionally misrepresent
28 any fact to any person;
- ix. Omni shall be under the supervision and control of the Clerk with respect to
the receipt and recordation of claims and claims transfers; and
- ix. none of the services provided by Omni as Claims Agent shall be at the
expense of the Clerk.

5. To the best of my knowledge and belief, and based solely upon information provided
to me by the Debtor and except as provided herein, neither Omni, nor any employee of Omni, has
any materially adverse connections to the Debtor, their estates, creditors, or equity interest holders,
or other relevant parties, or their respective attorneys and accountants, that would conflict with the

1 scope of Omni's retention or would create any interest adverse to the Debtor's estate or any other
2 party-in-interest.

3 6. Proposed bankruptcy counsel for the Debtor has provided me with a list of the
4 Debtor's creditors and other parties in interest (the "Conflicts List"). Omni has reviewed its
5 electronic database to determine whether it has a relationship with any of the entities on the Conflicts
6 List. At this time, Omni is not aware of any relationship that would present a disqualifying conflict
7 of interest. Should Omni discover any new relevant facts or relationships bearing on the matters
8 described herein during the period of its retention, Omni will use reasonable efforts to promptly file
9 a supplemental declaration.

10 7. There may be other interested parties of the Debtor that Omni may have or may be
11 presently working with, but in no event is Omni working with any other creditor with respect to the
12 Debtor's bankruptcy proceeding. To the extent I become aware of Omni having worked with any
13 other creditors of the Debtor, I will file a supplemental declaration advising the Court of the same.

14 8. Notwithstanding anything contained herein, as part of its diverse business, Omni is
15 the noticing, claims, solicitation and/or administrative agent for debtors in numerous cases involving
16 many different creditors (including taxing authorities), professionals, including attorneys,
17 accountants, investment bankers and financial consultants, some of which may be creditors or
18 represent creditors and parties-in-interest in this chapter 11 case. In addition, Omni has in the past,
19 and will likely in the future, continue working with or against other professionals involved in this
20 chapter 11 case in matters unrelated to this chapter 11 case. Based upon my current knowledge of
21 the parties involved, and to the best of my knowledge, none of these business relations constitute
22 interests adverse to that of the creditors, or the Debtor's estate, with respect to the matter upon which
23 Omni is to be engaged. Additionally, Omni employees may, in the ordinary course of their personal
24 affairs, have relationships with certain creditors of the Debtor. However, to the best of my
25 knowledge, such relationships, to the extent they exist, are of a personal nature and completely
26 unrelated to this chapter 11 case.

27 9. Based upon the information available to me, I believe that Omni is a "disinterested
28 person" within the meaning of section 101(14) of the Bankruptcy Code, in that Omni and its

1 personnel: (a) are not creditors, equity security holders or insiders of the Debtor; (b) are not and
2 were not, within two years before the date of the filing of this case, a director, officer or employee
3 of the Debtor; and (c) do not have an interest materially adverse to the interests of the Debtor's
4 estates or any class of creditors or equity security holders, by reason of any direct or indirect
5 relationship to, connection with, or interest in, the Debtor.

6 10. In performing the services identified above, Omni will charge the rates set forth in
7 Schedule A to the Engagement Agreement annexed to the proposed order as **Exhibit 1**. The rates
8 set forth therein are as favorable and reasonable as the prices Omni charges in cases in which it has
9 been retained to perform similar bankruptcy related services.

10 11. Omni will comply with all requests of the Clerk's Office and the guidelines
11 promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C.
12 § 156(c).

13 I declare under penalty of perjury under the laws of the United States of America that the
14 foregoing is true and correct. Executed on this 19th day of August, 2023, at New York, New
15 York.

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Paul H. Deutch